

FEROZE DAWSON  
1022 W. Viking Court  
Abingdon, Maryland 21109

and

FAROUK DAWSON  
33230 Joann Lane  
Fallston, Maryland 21047

Plaintiff(s)

VS.

SANDY OLSON  
P.O. Box 100  
Warroad, MN 56763

and

MARVIN WINDOWS OF TENNESSEE, INC.

Service On Resident Agent:

Greg York  
101 Marvin Drive  
Ripley, TN 38063-7365

and

KENNETH LUSSIER  
313 Nelson Road  
Halls, TN 38040

Defendant(s)

IN THE

CIRCUIT COURT

OF MARYLAND

FOR

BALTIMORE CITY

CASE NO.: \_\_\_\_\_

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**COMPLAINT AND ELECTION FOR JURY TRIAL**

Now come the Plaintiff(s), Feroze Dawson and Farouk Dawson, by and through their attorney, David R. Solomon, Esquire, and sue Sandy Olson, Marvin Windows Of Tennessee, Inc., and Kenneth Lussier, Defendant(s).

**FACTS COMMON TO ALL COUNTS**

1. For that on or about the 13<sup>th</sup> day of August, 2019, the Plaintiff, Feroze Dawson,

was operating his motor vehicle westbound on Pulaski Highway at approximately 2:15p.m. and in which Plaintiff, Farouk Dawson, was riding as a passenger.

2. That at the same date and time, the motor vehicle owned by the Defendants, Sandy Olson and Marvin Windows Of Tennessee, Inc., and permissively operated by the Defendant, Kenneth Lussier, was proceeding westbound on Pulaski Highway.

3. That at all relevant times hereto, the individual Defendant, Kenneth Lussier, was acting as the agent, servant and/or employee of the Defendants, Sandy Olson and Marvin Windows Of Tennessee, Inc.

4. That at all times relevant hereto, the individual Defendant, Kenneth Lussier, was permissively operating the vehicle owned by Defendants, Sandy Olson and Marvin Windows Of Tennessee, Inc.

5. Suddenly and without warning, the motor vehicle permissively operated by the Defendant, Kenneth Lussier, and owned by the Defendants, Sandy Olson and Marvin Windows Of Tennessee, Inc., collided with the motor vehicle operated by the Plaintiff, Feroze Dawson, and in which Plaintiff, Farouk Dawson, was riding as a passenger.

6. That said collision occurred at or near the intersection of Pulaski Highway and 62<sup>nd</sup> Street, both streets being public highways in Baltimore City, Maryland.

### COUNT I

(Feroze Dawson vs. Sandy Olson)

**Feroze Dawson, Plaintiff, sues Sandy Olson, Defendant.**

7. That the Plaintiff, Feroze Dawson, hereby incorporates by reference herein the allegations contained in paragraphs one (1) through six (6) as if set forth fully herein.

8. That the said collision was caused by and did result from the recklessness, carelessness and negligence of the Defendant, Sandy Olson, acting by and through her agent, servant and/or employee, the Defendant, Kenneth Lussier, and operating the vehicle with permission of Defendant, Sandy Olson, including, but not limited to the following acts or omissions:

- a. in failing to keep said motor vehicle under proper control;
- b. in failing to keep a proper lookout;
- c. in failing to exercise ordinary care to avoid an accident;
- d. in failing to yield the right of way to another vehicle;
- e. in failing to obey a traffic control device;
- f. in traveling at an excessive rate of speed for the conditions there and then existing; and,
- g. in failing to use the highest degree of care consistent with its undertaking as a common carrier.

9. And the said Defendants, Sandy Olson and Kenneth Lussier, and each of them, were otherwise reckless, careless and negligent.

10. That at all times relevant hereto the Plaintiff, Feroze Dawson, exercised due care for his/her own safety.

11. That as a result of the collision aforesaid, the Plaintiff's automobile was extensively damaged.

12. That as a result of the collision aforesaid, the said Plaintiff, Feroze Dawson, was thrown forcibly and violently around and about in the said motor vehicle and:

- a. was thereby caused to sustain serious and permanent injuries to his/her head, neck, body and limbs;
- b. was and will be caused to suffer great physical pain and mental anguish;
- c. suffered shock to his/her nerves and nervous system;
- d. was and will be required to obtain the care and treatment of hospitals and physicians for his/her injuries at considerable expense;
- e. was and will be unable to engage in his/her occupation for a period of time, thereby losing considerable income; and,
- f. was and will be unable to engage in those duties, activities and pursuits for which he/she was and is otherwise qualified.

13. That as a result of the collision aforesaid the said Plaintiff, Feroze Dawson, was, is and will be otherwise hurt, injured and damaged.

WHEREFORE, this suit is brought and the Plaintiff, Feroze, claims as damages the sum of Two Hundred and Fifty Thousand Dollars (\$250,000.00).

## **COUNT II**

**(Feroze Dawson vs. Marvin Windows Of Tennessee, Inc.)**

Feroze Dawson, Plaintiff, sues Marvin Windows Of Tennessee, Inc., Defendant.

14. That the Plaintiff, Feroze Dawson, hereby incorporates by reference herein the allegations contained in paragraphs one (1) through thirteen (13) as if set forth fully herein.

15. That the said collision was caused by and did result from the recklessness, carelessness and negligence of the Defendant, Marvin Windows Of Tennessee, Inc., acting by and through its agent, servant and/or employee, the Defendant, Kenneth Lussier, and operating the vehicle with permission of Defendant, Marvin Windows Of Tennessee, Inc., including, but not limited to the following acts or omissions:

- a. in failing to keep said motor vehicle under proper control;
- b. in failing to keep a proper lookout;
- c. in failing to exercise ordinary care to avoid an accident;
- d. in failing to yield the right of way to another vehicle;
- e. in failing to obey a traffic control device;
- f. in traveling at an excessive rate of speed for the conditions there and then existing; and,
- g. in failing to use the highest degree of care consistent with its undertaking as a common carrier.

16. And the said Defendants, Marvin Windows Of Tennessee, Inc. and Kenneth Lussier, and each of them, were otherwise reckless, careless and negligent.

17. That at all times relevant hereto the Plaintiff, Feroze Dawson, exercised due care for his/her own safety.

18. That as a result of the collision aforesaid, the Plaintiff's automobile was extensively damaged.

19. That as a result of the collision aforesaid, the said Plaintiff, Feroze Dawson, was thrown forcibly and violently around and about in the said motor vehicle and:

- a. was thereby caused to sustain serious and permanent injuries to his/her head, neck, body and limbs;
- b. was and will be caused to suffer great physical pain and mental anguish;
- c. suffered shock to his/her nerves and nervous system;
- d. was and will be required to obtain the care and treatment of hospitals and physicians for his/her injuries at considerable expense;
- e. was and will be unable to engage in his/her occupation for a period of time, thereby losing considerable income; and,
- f. was and will be unable to engage in those duties, activities and pursuits for which he/she was and is otherwise qualified.

20. That as a result of the collision aforesaid the said Plaintiff, Feroze Dawson, was, is and will be otherwise hurt, injured and damaged.

WHEREFORE, this suit is brought and the Plaintiff, Feroze, claims as damages the sum of Two Hundred and Fifty Thousand Dollars (\$250,000.00).

### COUNT III

(Feroze Dawson vs. Kenneth Lussier)

Feroze Dawson, Plaintiff, sues Kenneth Lussier, Defendant.

21. That the Plaintiff, Feroze Dawson, hereby incorporates by reference herein the allegations contained in paragraphs one (1) through twenty (20) as if set forth fully herein.

22. That at all times relevant hereto, the individual Defendant, Kenneth Lussier, was acting as the agent, servant and/or employee of the Defendants, Sandy Olson and Marvin Windows Of Tennessee, Inc., and was permissively operating said vehicle.

23. That the said collision was caused by and did result from the recklessness and carelessness of the Defendant, Kenneth Lussier, acting as the agent, servant and/or employee of Defendants, Sandy Olson and Marvin Windows Of Tennessee, Inc., as well as permissively driving the vehicle belonging to the Defendants, Sandy Olson and Marvin Windows Of Tennessee, Inc., including but not limited to the following acts or omissions:

- a. in failing to keep said motor vehicle under proper control;
- b. in failing to keep a proper lookout;
- c. in failing to exercise ordinary care to avoid an accident;
- d. in failing to yield the right of way to another vehicle;
- e. in failing to obey a traffic control device;
- f. in traveling at an excessive rate of speed for the conditions there and then existing; and,
- g. in failing to use the highest degree of care consistent with its undertaking as a common carrier.

24. And the said Defendants, and each of them, were otherwise reckless, careless and negligent.

25. That at all times relevant hereto the Plaintiff, Feroze Dawson, exercised due care for his/her own safety.

26. That as a result of the collision aforesaid, the said Plaintiff, Feroze Dawson, was thrown forcibly and violently around and about in the said motor vehicle and:

- a. was thereby caused to sustain serious and permanent injuries to his/her head, neck, body and limbs;
- b. was and will be caused to suffer great physical pain and mental anguish;
- c. suffered shock to his/her nerves and nervous system;
- d. was and will be required to obtain the care and treatment of hospitals and physicians for his/her injuries at considerable expense;
- e. was and will be unable to engage in his/her occupation for a period of time, thereby losing considerable income; and,

- f. was and will be unable to engage in those duties, activities and pursuits for which he/she was and is otherwise qualified.

27. That as a result of the collision aforesaid, the Plaintiff's automobile was extensively damaged.

28. That as a result of the collision aforesaid the said Plaintiff, Feroze Dawson, was, is and will be otherwise hurt, injured and damaged.

WHEREFORE, this suit is brought and the Plaintiff, Feroze Dawson, claims as damages the sum of Two Hundred and Fifty Thousand Dollars (\$250,000.00).

#### COUNT IV

(Farouk Dawson vs. Sandy Olson)

**Farouk Dawson, Plaintiff, sues Sandy Olson, Defendant.**

29. That the Plaintiff, Farouk Dawson, hereby incorporates by reference herein the allegations contained in paragraphs one (1) through twenty-eight (28) as if set forth fully herein.

30. For that on or about the 13<sup>th</sup> day of August, 2019, the Plaintiff, Farouk Dawson, was riding as a passenger in a vehicle operated by the Plaintiff, Feroze Dawson, traveling westbound on Pulaski Highway at approximately 2:15p.m.

31. That at the same date and time, the motor vehicle owned by the Defendant, Sandy Olson, and permissively operated by the Defendant, Kenneth Lussier, was proceeding westbound on Pulaski Highway.

32. That at all relevant times hereto, the individual Defendant, Kenneth Lussier, was permissively operating the motor vehicle owned by Defendant, Sandy Olson, and was acting as the agent, servant and/or employee of the Defendant, Sandy Olson.

33. That at all times relevant hereto, the individual Defendant, Kenneth Lussier, was permissively operating the vehicle owned by Defendant, Sandy Olson.

34. Suddenly and without warning, the motor vehicle permissively operated by the

Defendant, Kenneth Lussier, and owned by the Defendant, Sandy Olson, collided with the motor vehicle operated by the Plaintiff, Farouk Dawson, and in which Plaintiff, Farouk Dawson, was riding as a passenger.

35. That said collision occurred at or near the intersection of Pulaski Highway and 62<sup>nd</sup> Street, both streets being public highways in Baltimore City, Maryland.

36. That the said collision was caused by and did result from the recklessness, carelessness and negligence of the Defendant, Sandy Olson, acting by and through her agent, servant and/or employee, the Defendant, Kenneth Lussier, and having provided permission to the Defendant, Kenneth Lussier, to drive her vehicle to include, but not limited to the following acts or omissions:

- a. in failing to keep said motor vehicle under proper control;
- b. in failing to keep a proper lookout;
- c. in failing to exercise ordinary care to avoid an accident;
- d. in failing to yield the right of way to another vehicle;
- e. in failing to obey a traffic control device;
- f. in traveling at an excessive rate of speed for the conditions there and then existing; and,
- g. in failing to use the highest degree of care consistent with its undertaking as a common carrier.

37. And the said Defendants, Sandy Olson and Kenneth Lussier, and each of them, were otherwise reckless, careless and negligent.

38. That at all times relevant hereto the Plaintiff, Farouk Dawson, exercised due care for his/her own safety.

39. That as a result of the collision aforesaid, the Plaintiff's automobile was extensively damaged.

40. That as a result of the collision aforesaid, the said Plaintiff, Farouk Dawson, was thrown forcibly and violently around and about in the said motor vehicle and:



- a. was thereby caused to sustain serious and permanent injuries to his/her head, neck, body and limbs;
- b. was and will be caused to suffer great physical pain and mental anguish;
- c. suffered shock to his/her nerves and nervous system;
- d. was and will be required to obtain the care and treatment of hospitals and physicians for his/her injuries at considerable expense;
- e. was and will be unable to engage in his/her occupation for a period of time, thereby losing considerable income; and,
- f. was and will be unable to engage in those duties, activities and pursuits for which he/she was and is otherwise qualified.

41. That as a result of the collision aforesaid the said Plaintiff, Farouk Dawson, was, is and will be otherwise hurt, injured and damaged.

WHEREFORE, this suit is brought and the Plaintiff, Farouk Dawson, claims as damages the sum of Two Hundred and Fifty Thousand Dollars (\$250,000.00).

#### COUNT V

(Farouk Dawson vs. Marvin Windows Of Tennessee, Inc.)

Farouk Dawson, Plaintiff, sues Marvin Windows Of Tennessee, Inc., Defendant.

42. That the Plaintiff, Farouk Dawson, hereby incorporates by reference herein the allegations contained in paragraphs one (1) through forty-one (41) as if set forth fully herein.

43. That the said collision was caused by and did result from the recklessness, carelessness and negligence of the Defendant, Marvin Windows Of Tennessee, Inc., acting by and through its agent, servant and/or employee, the Defendant, Kenneth Lussier, and operating the vehicle with permission of Defendant, Marvin Windows Of Tennessee, Inc., including, but not limited to the following acts or omissions:

- a. in failing to keep said motor vehicle under proper control;
- b. in failing to keep a proper lookout;
- c. in failing to exercise ordinary care to avoid an accident;
- d. in failing to yield the right of way to another vehicle;

- e. in failing to obey a traffic control device;
- f. in traveling at an excessive rate of speed for the conditions there and then existing; and,
- g. in failing to use the highest degree of care consistent with its undertaking as a common carrier.

44. And the said Defendants, Marvin Windows Of Tennessee, Inc. and Kenneth Lussier, and each of them, were otherwise reckless, careless and negligent.

45. That at all times relevant hereto the Plaintiff, Farouk Dawson, exercised due care for his/her own safety.

46. That as a result of the collision aforesaid, the Plaintiff's automobile was extensively damaged.

47. That as a result of the collision aforesaid, the said Plaintiff, Farouk Dawson, was thrown forcibly and violently around and about in the said motor vehicle and:

- a. was thereby caused to sustain serious and permanent injuries to his/her head, neck, body and limbs;
- b. was and will be caused to suffer great physical pain and mental anguish;
- c. suffered shock to his/her nerves and nervous system;
- d. was and will be required to obtain the care and treatment of hospitals and physicians for his/her injuries at considerable expense;
- e. was and will be unable to engage in his/her occupation for a period of time, thereby losing considerable income; and,
- f. was and will be unable to engage in those duties, activities and pursuits for which he/she was and is otherwise qualified.

48. That as a result of the collision aforesaid the said Plaintiff, Farouk Dawson, was, is and will be otherwise hurt, injured and damaged.

**WHEREFORE**, this suit is brought and the Plaintiff, Farouk Dawson, claims as damages the sum of Two Hundred and Fifty Thousand Dollars (\$250,000.00).

**COUNT VI**

(Farouk Dawson vs. Kenneth Lussier)

Farouk Dawson, Plaintiff, sues Kenneth Lussier, Defendant.

49. That the Plaintiff, Farouk Dawson, hereby incorporates by reference herein the allegations contained in paragraphs one (1) through forty-eight (48) as if set forth fully herein.

50. That at all times relevant hereto, the individual Defendant, Kenneth Lussier, was acting as the agent, servant and/or employee of the Defendants, Sandy Olson and Marvin Windows Of Tennessee, Inc., and was permissively operating said vehicle.

51. That the said collision was caused by and did result from the recklessness and carelessness of the Defendant, Kenneth Lussier, acting as the agent, servant and/or employee of Defendants, Sandy Olson and Marvin Windows of Tennessee, Inc., as well as permissively driving the vehicle belonging to the Defendants, Sandy Olson and Marvin Windows , including but not limited to the following acts or omissions:

- a. in failing to keep said motor vehicle under proper control;
- b. in failing to keep a proper lookout;
- c. in failing to exercise ordinary care to avoid an accident;
- d. in failing to yield the right of way to another vehicle;
- e. in failing to obey a traffic control device;
- f. in traveling at an excessive rate of speed for the conditions there and then existing; and,
- g. in failing to use the highest degree of care consistent with its undertaking as a common carrier.

52. And the said Defendants, and each of them, were otherwise reckless, careless and negligent.

53. That at all times relevant hereto the Plaintiff, Farouk Dawson, exercised due care for his/her own safety.

54. That as a result of the collision aforesaid, the said Plaintiff, Farouk Dawson, was thrown forcibly and violently around and about in the said motor vehicle and:

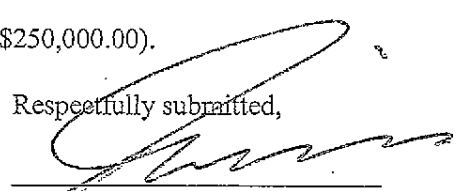
- a. was thereby caused to sustain serious and permanent injuries to his/her head, neck, body and limbs;
- b. was and will be caused to suffer great physical pain and mental anguish;
- c. suffered shock to his/her nerves and nervous system;
- d. was and will be required to obtain the care and treatment of hospitals and physicians for his/her injuries at considerable expense;
- e. was and will be unable to engage in his/her occupation for a period of time, thereby losing considerable income; and,
- f. was and will be unable to engage in those duties, activities and pursuits for which he/she was and is otherwise qualified.

55. That as a result of the collision aforesaid, the Plaintiff's automobile was extensively damaged.

56. That as a result of the collision aforesaid the said Plaintiff, Fraouk Dawson, was, is and will be otherwise hurt, injured and damaged.

**WHEREFORE**, this suit is brought and the Plaintiff, Farouk Dawson, claims as damages the sum of Two Hundred and Fifty Thousand Dollars (\$250,000.00).

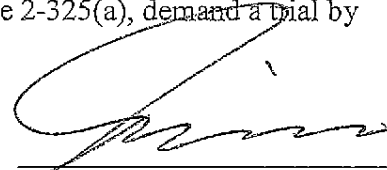
Respectfully submitted,



\_\_\_\_\_  
DAVID R. SOLOMON, ESQ.  
CPF No.: 8105010233  
One N. Charles St., Suite 2425  
Baltimore, Maryland 21201  
Phone No.: 410-244-8822  
Fax No. : 410-625-1028  
[drsolomonlaw@gmail.com](mailto:drsolomonlaw@gmail.com)  
Attorney for Plaintiff(s)

ELECTION FOR JURY TRIAL

Plaintiff(s), Feroze Dawson and Farouk Dawson, by and through his/her/their attorney, David R. Solomon, Esquire, pursuant to Md. Rule 2-325(a), demand a trial by jury.



DAVID R. SOLOMON, ESQ.  
One North Charles Street  
Suite 2425  
Baltimore, Maryland 21201  
Phone No.: 410-244-8822  
Fax No. : 410-625-1028  
drsolomonlaw@gmail.com  
Attorney for Plaintiff(s)

IN THE CIRCUIT COURT FOR Baltimore City

(City or County)

**CIVIL - NON-DOMESTIC CASE INFORMATION REPORT****DIRECTIONS**

**Plaintiff:** This Information Report must be completed and attached to the complaint filed with the Clerk of Court unless your case is exempted from the requirement by the Chief Judge of the Court of Appeals pursuant to Rule 2-111(a).

**Defendant:** You must file an Information Report as required by Rule 2-323(h).

**THIS INFORMATION REPORT CANNOT BE ACCEPTED AS A PLEADING**

<b>FORM FILED BY:</b> <input checked="" type="checkbox"/> PLAINTIFF <input type="checkbox"/> DEFENDANT		<b>CASE NUMBER</b> _____ (Clerk to insert)
<b>CASE NAME:</b> Feroze Dawson & Farouk Dawson Plaintiff		vs. Sandy Olson, et al. Defendant
<b>PARTY'S NAME:</b> Feroze Dawson/Farouk Dawson		<b>PHONE:</b> _____
<b>PARTY'S ADDRESS:</b> 1022 W. Viking Ct., Abingdon, MD 21109/33230 Joann Lane, Fallston, MD 21047		
<b>PARTY'S E-MAIL:</b> N/A		
<b>If represented by an attorney:</b>		
<b>PARTY'S ATTORNEY'S NAME:</b> David R. Solomon, Esquire		<b>PHONE:</b> 410-244-8822
<b>PARTY'S ATTORNEY'S ADDRESS:</b> One North Charles Street, Suite 2425, Baltimore, MD 21201		
<b>PARTY'S ATTORNEY'S E-MAIL:</b> drsolomonlaw@gmail.com		
<b>JURY DEMAND?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>RELATED CASE PENDING?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, Case #(s), if known: _____		
<b>ANTICIPATED LENGTH OF TRIAL?:</b> _____ hours _____ 1-2 days		

**PLEADING TYPE**

**New Case:** ☒ Original ☐ Administrative Appeal ☐ Appeal

**Existing Case:** ☐ Post-Judgment ☐ Amendment

*If filing in an existing case, skip Case Category/ Subcategory section - go to Relief section.*

**IF NEW CASE: CASE CATEGORY/SUBCATEGORY (Check one box.)**

<b>TORTS</b> <input type="checkbox"/> Asbestos <input type="checkbox"/> Assault and Battery <input type="checkbox"/> Business and Commercial <input type="checkbox"/> Conspiracy <input type="checkbox"/> Conversion <input type="checkbox"/> Defamation <input type="checkbox"/> False Arrest/Imprisonment <input type="checkbox"/> Fraud <input type="checkbox"/> Lead Paint - DOB of Youngest Plt: _____ <input type="checkbox"/> Loss of Consortium <input type="checkbox"/> Malicious Prosecution <input type="checkbox"/> Malpractice-Medical <input type="checkbox"/> Malpractice-Professional <input type="checkbox"/> Misrepresentation <input checked="" type="checkbox"/> Motor Tort <input type="checkbox"/> Negligence <input type="checkbox"/> Nuisance <input type="checkbox"/> Premises Liability <input type="checkbox"/> Product Liability <input type="checkbox"/> Specific Performance <input type="checkbox"/> Toxic Tort <input type="checkbox"/> Trespass <input type="checkbox"/> Wrongful Death <b>CONTRACT</b> <input type="checkbox"/> Asbestos <input type="checkbox"/> Breach <input type="checkbox"/> Business and Commercial <input type="checkbox"/> Confessed Judgment (Cont'd) <input type="checkbox"/> Construction <input type="checkbox"/> Debt <input type="checkbox"/> Fraud	<input type="checkbox"/> Government <input type="checkbox"/> Insurance <input type="checkbox"/> Product Liability <b>PROPERTY</b> <input type="checkbox"/> Adverse Possession <input type="checkbox"/> Breach of Lease <input type="checkbox"/> Detinue <input type="checkbox"/> Distress/Distrain <input type="checkbox"/> Ejectment <input type="checkbox"/> Forcible Entry/Detainer <input type="checkbox"/> Foreclosure <input type="checkbox"/> Commercial <input type="checkbox"/> Residential <input type="checkbox"/> Currency or Vehicle <input type="checkbox"/> Deed of Trust <input type="checkbox"/> Land Installments <input type="checkbox"/> Lien <input type="checkbox"/> Mortgage <input type="checkbox"/> Right of Redemption <input type="checkbox"/> Statement Condo <input type="checkbox"/> Forfeiture of Property / Personal Item <input type="checkbox"/> Fraudulent Conveyance <input type="checkbox"/> Landlord-Tenant <input type="checkbox"/> Lis Pendens <input type="checkbox"/> Mechanic's Lien <input type="checkbox"/> Ownership <input type="checkbox"/> Partition/Sale in Lieu <input type="checkbox"/> Quiet Title <input type="checkbox"/> Rent Escrow <input type="checkbox"/> Return of Seized Property <input type="checkbox"/> Right of Redemption <input type="checkbox"/> Tenant Holding Over	<b>PUBLIC LAW</b> <input type="checkbox"/> Attorney Grievance <input type="checkbox"/> Bond Forfeiture Remission <input type="checkbox"/> Civil Rights <input type="checkbox"/> County/Mncpl Code/Ord <input type="checkbox"/> Election Law <input type="checkbox"/> Eminent Domain/Condemn. <input type="checkbox"/> Environment <input type="checkbox"/> Error Coram Nobis <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Mandamus <input type="checkbox"/> Prisoner Rights <input type="checkbox"/> Public Info. Act Records <input type="checkbox"/> Quarantine/Isolation <input type="checkbox"/> Writ of Certiorari <b>EMPLOYMENT</b> <input type="checkbox"/> ADA <input type="checkbox"/> Conspiracy <input type="checkbox"/> EEO/HR <input type="checkbox"/> FLSA <input type="checkbox"/> FMLA <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Wrongful Termination <b>INDEPENDENT PROCEEDINGS</b> <input type="checkbox"/> Assumption of Jurisdiction <input type="checkbox"/> Authorized Sale <input type="checkbox"/> Attorney Appointment <input type="checkbox"/> Body Attachment Issuance <input type="checkbox"/> Commission Issuance	<input type="checkbox"/> Constructive Trust <input type="checkbox"/> Contempt <input type="checkbox"/> Deposition Notice <input type="checkbox"/> Dist Ct Mtn Appeal <input type="checkbox"/> Financial <input type="checkbox"/> Grand Jury/Petit Jury <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Perpetuate Testimony/Evidence <input type="checkbox"/> Prod. of Documents Req. <input type="checkbox"/> Receivership <input type="checkbox"/> Sentence Transfer <input type="checkbox"/> Set Aside Deed <input type="checkbox"/> Special Adm. - Atty <input type="checkbox"/> Subpoena Issue/Quash <input type="checkbox"/> Trust Established <input type="checkbox"/> Trustee Substitution/Removal <input type="checkbox"/> Witness Appearance-Compel <b>PEACE ORDER</b> <input type="checkbox"/> Peace Order <b>EQUITY</b> <input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Equitable Relief <input type="checkbox"/> Injunctive Relief <input type="checkbox"/> Mandamus <b>OTHER</b> <input type="checkbox"/> Accounting <input type="checkbox"/> Friendly Suit <input type="checkbox"/> Grantor in Possession <input type="checkbox"/> Maryland Insurance Administration <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Specific Transaction <input type="checkbox"/> Structured Settlements
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**IF NEW OR EXISTING CASE: RELIEF (Check All that Apply)**

- |  |   |  |   |
|--|---|--|---|
| <input type="checkbox"/> Abatement               | <input type="checkbox"/> Earnings Withholding   | <input type="checkbox"/> Judgment-Interest           | <input type="checkbox"/> Return of Property     |
| <input type="checkbox"/> Administrative Action   | <input type="checkbox"/> Enrollment             | <input type="checkbox"/> Judgment-Summary            | <input type="checkbox"/> Sale of Property       |
| <input type="checkbox"/> Appointment of Receiver | <input type="checkbox"/> Expungement            | <input type="checkbox"/> Liability                   | <input type="checkbox"/> Specific Performance   |
| <input type="checkbox"/> Arbitration             | <input type="checkbox"/> Findings of Fact       | <input type="checkbox"/> Oral Examination            | <input type="checkbox"/> Writ-Error Coram Nobis |
| <input type="checkbox"/> Asset Determination     | <input type="checkbox"/> Foreclosure            | <input type="checkbox"/> Order                       | <input type="checkbox"/> Writ-Execution         |
| <input type="checkbox"/> Attachment b/f Judgment | <input type="checkbox"/> Injunction             | <input type="checkbox"/> Ownership of Property       | <input type="checkbox"/> Writ-Garnish Property  |
| <input type="checkbox"/> Cease & Desist Order    | <input type="checkbox"/> Judgment-Affidavit     | <input type="checkbox"/> Partition of Property       | <input type="checkbox"/> Writ-Garnish Wages     |
| <input type="checkbox"/> Condemn Bldg            | <input type="checkbox"/> Judgment-Attorney Fees | <input type="checkbox"/> Peace Order                 | <input type="checkbox"/> Writ-Habeas Corpus     |
| <input type="checkbox"/> Contempt                | <input type="checkbox"/> Judgment-Confessed     | <input type="checkbox"/> Possession                  | <input type="checkbox"/> Writ-Mandamus          |
| <input type="checkbox"/> Court Costs/Fees        | <input type="checkbox"/> Judgment-Consent       | <input type="checkbox"/> Production of Records       | <input type="checkbox"/> Writ-Possession        |
| <input type="checkbox"/> Damages-Compensatory    | <input type="checkbox"/> Judgment-Declaratory   | <input type="checkbox"/> Quarantine/Isolation Order  |   |
| <input type="checkbox"/> Damages-Punitive        | <input type="checkbox"/> Judgment-Default       | <input type="checkbox"/> Reinstatement of Employment |   |

If you indicated *Liability* above, mark one of the following. This information is not an admission and may not be used for any purpose other than Track Assignment.

☐ Liability is conceded. ☐ Liability is not conceded, but is not seriously in dispute. ☐ Liability is seriously in dispute.

**MONETARY DAMAGES (Do not include Attorney's Fees, Interest, or Court Costs)**

☐ Under \$10,000    ☒ \$10,000 - \$30,000    ☐ \$30,000 - \$100,000    ☐ Over \$100,000

☐ Medical Bills \$ \_\_\_\_\_ ☐ Wage Loss \$ \_\_\_\_\_ ☐ Property Damages \$ \_\_\_\_\_

**ALTERNATIVE DISPUTE RESOLUTION INFORMATION**

Is this case appropriate for referral to an ADR process under Md. Rule 17-101? (Check all that apply)

A. Mediation    ☐ Yes    ☐ No    C. Settlement Conference    ☒ Yes    ☐ No  
B. Arbitration    ☐ Yes    ☐ No    D. Neutral Evaluation    ☐ Yes    ☐ No

**SPECIAL REQUIREMENTS**

- ☐ If a Spoken Language Interpreter is needed, check here and attach form CC-DC-041
- ☐ If you require an accommodation for a disability under the Americans with Disabilities Act, check here and attach form CC-DC-049

**ESTIMATED LENGTH OF TRIAL**

*With the exception of Baltimore County and Baltimore City, please fill in the estimated LENGTH OF TRIAL.*

*(Case will be tracked accordingly)*

- ☐ 1/2 day of trial or less    ☐ 3 days of trial time  
☐ 1 day of trial time    ☐ More than 3 days of trial time  
☐ 2 days of trial time

**BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM**

*For all jurisdictions, if Business and Technology track designation under Md. Rule 16-308 is requested, attach a duplicate copy of complaint and check one of the tracks below.*

- ☐ Expedited- Trial within 7 months of Defendant's response    ☒ Standard - Trial within 18 months of Defendant's response

**EMERGENCY RELIEF REQUESTED**



**COMPLEX SCIENCE AND/OR TECHNOLOGICAL CASE  
MANAGEMENT PROGRAM (ASTAR)**

*FOR PURPOSES OF POSSIBLE SPECIAL ASSIGNMENT TO ASTAR RESOURCES JUDGES under  
Md. Rule 16-302, attach a duplicate copy of complaint and check whether assignment to an ASTAR is requested.*

- ☐ Expedited - Trial within 7 months of Defendant's response      ☐ Standard - Trial within 18 months of Defendant's response

**IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE CITY, OR BALTIMORE COUNTY,  
PLEASE FILL OUT THE APPROPRIATE BOX BELOW.**

**CIRCUIT COURT FOR BALTIMORE CITY (CHECK ONLY ONE)**

- ☐ Expedited      Trial 60 to 120 days from notice. Non-jury matters.
- ☒ Civil-Short      Trial 210 days from first answer.
- ☐ Civil-Standard      Trial 360 days from first answer.
- ☐ Custom      Scheduling order entered by individual judge.
- ☐ Asbestos      Special scheduling order.
- ☐ Lead Paint      Fill in: Birth Date of youngest plaintiff.....
- ☐ Tax Sale Foreclosures      Special scheduling order.
- ☐ Mortgage Foreclosures      No scheduling order.

**CIRCUIT COURT FOR BALTIMORE COUNTY**

- ☐ Expedited  
(Trial Date-90 days)      Attachment Before Judgment, Declaratory Judgment (Simple),  
Administrative Appeals, District Court Appeals and Jury Trial Prayers,  
Guardianship, Injunction, Mandamus.
- ☐ Standard  
(Trial Date-240 days)      Condemnation, Confessed Judgments (Vacated), Contract, Employment  
Related Cases, Fraud and Misrepresentation, International Tort, Motor Tort,  
Other Personal Injury, Workers' Compensation Cases.
- ☐ Extended Standard  
(Trial Date-345 days)      Asbestos, Lender Liability, Professional Malpractice, Serious Motor Tort or  
Personal Injury Cases (medical expenses and wage loss of \$100,000, expert  
and out-of-state witnesses (parties), and trial of five or more days), State  
Insolvency.
- ☐ Complex  
(Trial Date-450 days)      Class Actions, Designated Toxic Tort, Major Construction Contracts, Major  
Product Liabilities, Other Complex Cases.

*07/27/2020*  
Date

One North Charles Street, Suite 2425

Address

Baltimore      MD      21201  
City      State      Zip Code

Signature of Counsel / Party

David R. Solomon, Esquire

Printed Name